erally held ultra vires and void. *In Re Third, Fourth and Fifth Avenues,* 49 Wash. 109, 94 Pac. 1075, 95 Pac. 862; *Pittsburgh C. C. & St. L. Ry. Co.* v. *Oglesby,* 165 Ind. 542, 76 N. E. 165; *Vrana* v. *St. Louis,* 164 Mo. 146, 64 S. W. 180. In Michigan it is held that such agreements are invalid if the improvement is one affecting "a general public or state interest," *e. g.* opening of new street, but valid if "matter of municipal interest," as in the case of laying a sewer. *Leggett* v. *Detroit,* 137 Mich. 247, 100 N. W. 566; *Coit* v. *Grand Rapids,* 115 Mich. 493, 13 N. W. 811. Massachusetts, New York, Minnesota and other states by statute allow such agreements under certain circumstances; but the terms of the statutes must be strictly followed. *Whitcomb* v. *Boston,* 192 Mass. 211, 78 N. E. 407.

MUNICIPAL CORPORATIONS—ORDINANCE IN GENERAL TERMS ADAPTED TO AFFECT A PARTICULAR INDIVIDUAL.—Plaintiff bought a lot in a residential district to erect thereon a livery stable, obtained a building permit, and started preliminary building operations. To prevent the opening of this stable, an ordinance was passed requiring a permit from the council for the opening or conducting of a livery business, and making the location of the building with regard to residential neighborhoods and churches an important consideration in granting or refusing a permit. Under this ordinance, a permit was refused plaintiff. *Held* that the ordinance and refusal of permit were proper. *Douglas* v. *City Council of Greenville* (S. C. 1912), 75 S. E. 687.

While livery-stables are not per se nuisances, a city may under statutory authority confine them to certain, prescribed localities. 2 DILLON, MUN. CORP. (5th Ed.), § 692; *Chicago* v. *Stratton,* 162 Ill. 494. Special and unwarranted discrimination renders an ordinance invalid. 2 DILLON, MUN. CORP. (5th Ed.), § 593; *Monmouth* v. *Pobel,* 183 Ill. 634; *Board of Council* v. *Renfro,* 22 Ky. Law Rep. 806, 58 S. W. 795, 51 L. R. A. 897. But if the ordinance applies to all persons engaged in the same business, such regulation of that business is not discriminatory. *Fischer* v. *St. Louis,* 167 Mo. 654, 194 U. S. 361; *State* v. *Crescent Creamery Co.,* 83 Minn. 284, 86 N. W. 107, 54 L. R. A. 466; *Lieberman* v. *Van De Carr,* 199 U. S. 552. Nor are the motives of the members of the council or other like municipal body in adopting an ordinance a subject of judicial inquiry for the purpose of invalidating the ordinance; 2 DILLON, MUN. CORP. (5th Ed.), § 580; *People* v. *Chicago,* 154 Ill. App. 578; *Shepard* v. *Seattle,* 109 Pac. 1067; *Helena* v. *Miller,* 88 Ark. 263, 114 S. W. 237; *People* v. *Gardner,* 143 Mich. 104, 106 N. W. 541.

PARENT AND CHILD—NEGLIGENCE OF CHILD—LIABILITY OF PARENT.—Defendant purchased an automobile for use of himself and family, and his minor son was authorized to use it at any time. The son, while using the machine for a pleasure drive with his sister and a friend who was a guest of the family, negligently injured the plaintiff. In a suit to recover for the injury, it was *held* that the father was liable, on the ground that the relation of master and servant existed between the defendant and his son. *McNeal* v. *McKain* (Okl. 1912), 126 Pac. 742.

Cases similar to this have given rise to considerable discussion. The case of *Doran* v. *Thomsen,* 76 N. J. L. 754, 71 Atl. 296, 19 L. R. A. N. S. 335, is

reviewed in 7 MICH. L. REV. 526, where authorities on this point are collected; and *Smith* v. *Jordan,* 211 Mass. 269, 97 N. E. 761, is commented upon in 10 MICH. L. REV. 577, where it is suggested that the decision is wrong in that it is contra to *Doran* v. *Thomsen.* Both these cases are cited in the principal case, and the opinion draws what appears to us to be a proper line of distinction between the two. In *Doran* v. *Thomsen,* the minor daughter had general authority to use the automobile, as had the son in the principal case; but "at the time of the accident she had three friends in the car with her, and was out for her own pleasure. No other member of the family was with her." In *Smith* v. *Jordan,* on the other hand, "the boy was not running it for any purpose of his own, but for the convenience of his mother and by her express direction, for whose use in common with the rest of the family it had been purchased by his father." In the former case the father was held not liable, and in the latter case he was held liable. The ground of distinction is that in the one case the minor was not engaged in the father's business, while in the other he was so engaged. The court in the principal case concludes that the fact, that the minor, with the implied consent of the father, was driving the machine for the pleasure of his sister and a guest of the family, was sufficient evidence to establish the relation of master and servant between father and son, and that the son was so acting "for the business of the master."

SALES—REPUDIATION BY BUYER—NOTICE OF INTENT TO RESELL—DAMAGES. —Defendants ordered goods from plaintiffs and received part of them; they then instructed plaintiffs not to ship any more "under any circumstances." Plaintiffs resold the goods at auction and sued for the difference between the contract price and the amount realized at the sale. Whether plaintiffs gave defendants notice of their intent to resell was disputed; but a verdict was directed for plaintiffs, to which defendants brought error. *Held,* that under the circumstances no notice was necessary. *Habicht, Braun and Co.* v. *Gallagher and Co.* (Mich. 1912), 137 N. W. 685.

If the buyer refuses to accept the goods, no notice of intent to resell is necessary, and, provided always that the seller acts with reasonable prudence and diligence, the buyer is liable for the difference between the contract price and the price on resale. *Magnes* v. *Sioux City, N. & S. Co.,* 14 Colo. App. 219; *Wrigley* v. *Cornelius,* 162 Ill. 92. Those cases do not distinguish between executed and executory sales. That notice is unnecessary if the sale is executed, *Waples* v. *Overaker,* 77 Tex. 7. Contra, that in absence of notice, such resale will discharge the buyer, *Dill* v. *Mumpford,* 19 Ind. App. 609. Some courts hold that if the sale is executory, notice or its absence is immaterial, since the true measure of damages is the difference between the contract price and the market value. *Kellogg* v. *Frohlich,* 139 Mich. 612; *Wallace* v. *Coons* (Ind. 1911), 95 N. E. 132. Others hold that if notice is given the resale conclusively establishes the market price. *Leonard* v. *Portier* (Tex. App.) 15 S. W. 414; *Amer. Hide Co.* v. *Chalkley,* 101 Va. 458; *Pratt* v. *Freeman,* 115 Wis. 648. § 4131 of the Georgia Civil Code, which allows resale and recovery of the rest of the contract price, does not